

**THE UNITED STATES BANKRUPTCY CIRCUIT COURT  
OF THE SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11 Case #  
**09-50026 (REG)**

MOTORS LIQUIDATION COMPANY, et al.,  
f/k/a General Motors Corp., et al.,

**(Jointly Administrated)**

**Barry-Henry: Spencer Junior**, Third Party Plaintiff

IN ADMIRALTY

Vs.

GENERAL MOTORS, MOTOR LIQUIDATION COMPANY,  
CARRIANNE BASLER, JOSEPH SMOLINSKY, PABLO FALABELLA,  
NICK S. CYPRUS, DAN AKERSON, UNKNOWN INSURERS, WEIL, GOSHAL & MANGES,  
ANY AND ALL UNKNOWN PARTIES,  
Third Party Defendants

**AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE, AND COUNTERCLAIM**

Comes now Barry-Henry: Spencer Junior, Third Party Plaintiff, by optional special visitation and not appearing generally, before this court seeking a remedy in Admiralty as is provided by "The Saving to the Suitors Clause" at USC 28 -1333(1). I am standing in my unlimited commercial liability as a Secured Party Creditor and request that the Third Party Defendants do the same, and waive all of their immunities. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by the precedent set by Haines vs. Kerner at 404 U.S. 519. This is based upon Suits and Admiralty act, Title 46, section 740, Suits in Admiralty, Title 46, section 781, Public Vessel Act, Title 46, Extension Act, and Expatriation via. UCC-1 Financing Statement and additional Statute Staple Documents of Political Status found in the Public Record of the Secretary of the State of MASSACHUSETTS, William Francis Galvin, at **Secured Transaction Number - 200972913140, International Registered Private Tracking Number - RE 011 - 42 -963**. The District Court holds Original Jurisdiction under Title, section 1333, to hear the subject matter.

AS TO COUNT 1: I, Barry-Henry: Spencer Junior, the Third Party Plaintiff, Secured Party Creditor, a Natural man, created by God, Demand that the ( Third Party Defendants) produce their Proof of Claim of Settlement for the Outstanding Billing Assessment . I demand to inspect the "Original Insurance Notes or Bonds for the Spencer Designated Claims 64658 (\$794,500,000.00) and 64659 (\$794,500,000.00) amount", "Original Capping Insurance Note or Bond, Agreed upon for claim 64658 -\$9,000,000.00" and the "Original Settlement Insurance Note or Bond for \$200,000.00", the agreed upon with wet ink signatures, along with the Title Page that shows whether or not the settlement, or payment has been satisfied. I believe that Motor Liquidation Company, General Motors, or any Insurance Holder has sold the original note and failed to give credit to my account. This note was created on my credit, and signature, or underwriting and was not an asset of Motor Liquidation Company, General Motors, Any John Doe

*Enclosed Order:  
To the extent this  
submission seeks  
relief from the  
court, relief is  
denied, for failure  
to allege a prima  
facie entitlement  
to relief.  
S/PB  
USBJ*

*6/25/13*